

IN THE US BANKRUPTCY COURT FOR THE DISTRICT OF NEBRASKA

FILED  
2008 MAR 11 PM 1:42

IN THE MATTER OF ) Case No. BK 07-42271  
GARY M. BURIVAL and )  
JOYCE BURIVAL, a/k/a )  
B & B FARMS a/k/a ) OBJECTION AND RESISTANCE  
BURIVAL FARMS, ) TO BURIVAL LEASE CONTINUING  
Debtors. )

UNITED STATES BANKRUPTCY CLERK  
FOR THE DISTRICT OF NEBRASKA  
LINCOLN

James Widtfeldt OBJECTS TO ANY NEW LEASE WITH GARY BURIVAL,  
JOYCE BURIVAL, RICHARD BURIVAL OR PHILIP BURIVAL, FOR the  
following reasons:

- a) Burivals are in default on their leases by not paying in a timely manner,  
filing bankruptcy, failing to complete the crop harvest or corn stalk harvest,  
failing to pay agreed upon payment for installing a new embankment necessary  
to save the crop in 2007.
- b) Burivals were aware of the terms of the lease, and continually delayed  
payment past the expected time of mid summer on or about July 1, 2007, thereby  
delaying the filing of Widtfeldt's lien.
- c) The shortening of the objection date is fraudulent and wrongful, and  
creates a question about the fitness of the judge who signed the shortened  
objection time.
- d) The deadline for crop insurance is on or about March 15, 2008, and  
Widtfeldt has already obtained another renter who has applied for crop

IN THE US BANKRUPTCY COURT FOR THE DISTRICT OF NEBRASKA

IN THE MATTER OF ) Case No. BK 07-42273  
RICAHRD BURIVAL, and )  
PHILLIP BURIVAL, a/k/a )  
BURIVAL BROTHERS, ) OBJECTION AND RESISTANCE  
A PARTNERSHIP, ) TO BURIVAL LEASE CONTINUING  
Debtors. )

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JAMES WIDTFELDT  
FOR THE DISTRICT OF NEBRASKA  
LINCOLN

James Widtfeldt OBJECTS TO ANY NEW LEASE WITH GARY BURIVAL,  
JOYCE BURIVAL, RICHARD BURIVAL OR PHILIP BURIVAL, FOR the  
following reasons:

- a) Burivals are in default on their leases by not paying in a timely manner, filing bankruptcy, failing to complete the crop harvest or corn stalk harvest, failing to pay agreed upon payment for installing a new embankment necessary to save the crop in 2007.
- b) Burivals were aware of the terms of the lease, and continually delayed payment past the expected time of mid summer on or about July 1, 2007, thereby delaying the filing of Widtfeldt's lien.
- c) The shortening of the objection date is fraudulent and wrongful, and creates a question about the fitness of the judge who signed the shortened objection time.
- d) The deadline for crop insurance is on or about March 15, 2008, and Widtfeldt has already obtained another renter who has applied for crop

insurance on the premises. None of the Burivals have made any indications in the court file suggesting they have crop insurance or will ever get any.

e) The lawyer for Burival, Needler, has again failed to send notice to the proper person or address as requested, sending to 429 North 7<sup>th</sup> in O'Neill instead of PO Box 877, in Atkinson, Nebraska.

f) Widtfeldt has not rented to Phillip Burival or Richard Burival, and it is wrongful for them to claim there is any lease with them.

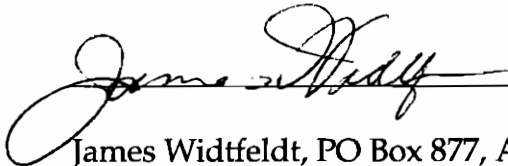
g) Burivals have wrongfully taken advantage of the Farm Service Agency to prevent Widtfeldt from participating as a producer in the operation of Widtfeldt's own property.

h) Widtfeldt has appealed the numerous wrongful decisions of the Farm Service agency, presently on appeal in the United States Court of Appeals for the 8<sup>th</sup> District, Widtfeldt vs. Johanns et al.

i) Burivals have become unreliable in a year when corn prices have reached record high amounts as shown by the February 15, 2008 front page article of the Midwest edition of the Wall Street Journal, previously filed in 07-42271, Bankruptcy of Gary and Joyce Burival. Whatever can cause a farmer to file bankruptcy in a time of record high prices suggests that the bankruptcy is fraudulent.

j) Widtfeldt requests more time to obtain more statutory authority, and to improve references herein, and will need thirty days additional time to improve this objection to further comply with Local Rule 9013-1.

k) Notice of termination prior to September 1 was in the hands of Burival in the form of the lease which required payment in a manner and before a date or crop removal, so that timely notice of termination was given prior to September 1, 2007 to Gary Burival, Joyce Burival, Richard Burival and Phillip Burival.

 March 10, 2008  
James Widtfeldt, PO Box 877, Atkinson, Nebraska 68713

Tel 402-925-2535, Fax 402-925-2564

Email: [techtute@yahoo.com](mailto:techtute@yahoo.com)

Pursuant to Bankruptcy Rule 2002 (g) and Neb. Rules of Bankruptcy P. Rule 2002-1E request is hereby made that notice of all matters herein be given to the undersigned at the address set forth above, in both 07-42271 and 07-42273.

 March 10, 2008  
James Widtfeldt

PO Box 877

Atkinson, Nebraska 68713

Tel 402-925-2535

Fax 402-925-2564

Email: [techtute@yahoo.com](mailto:techtute@yahoo.com)

CERTIFICATE OF SERVICE:

The undersigned hereby certifies he served this Appearance and Request for Notice upon the following by regular US mail on this 10<sup>th</sup> and 11<sup>th</sup> day of March, 2008, as shown by addresses on the Parties List of this Court for this case:

Arend Baack

William L. Needler

Donald G. Furlow

John M. Guthery

RJ Shortridge

Trev Peterson

Sheryl L. Lohaus

David E. Copple

James R. Nisley

Michael J. Whaley,

Jerry L. Jensen

Tim W. Thompson

Janice Woolley

Michael R. Snyder

Wayne E. Griffin

Daniel A. Fullner

Victor E. Covalt,

Michael R. Snyder

Richard P. Garden, Jr.

Joel G. Lonowski

To the addresses shown on the Parties schedule of the court listed on or about

March 10, 2008

 James Widtfeldt